

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Russell Levine		12/06/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ZOE MARKETING INC.		
Street Address:	12375 WORLD TRADE DRIVE		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92128		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77164766	ZOE CHEER	
CORRESPONDENCE DATA			
Fax Number:	(619)702-4666		
Phone:	6197025300		
Email:	pmirowski@mirlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Paul J. Mirowski		
Address Line 1:	757 West Ivy Street		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Paul J Mirowski		
Signature:	/paul j mirowski/		
Date:	12/06/2011		
Total Attachments: 1 source=Signed Zoe Cheer TM Assignment#page 1.tif			

OP \$40.00 77164766

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TRADEMARK WORDS: ZOE CHEER

USPTO REGISTRATION NUMBER: Reg # 3351826 CLASSES: 25 and 28

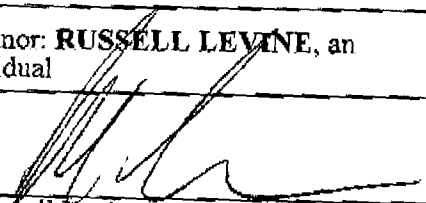
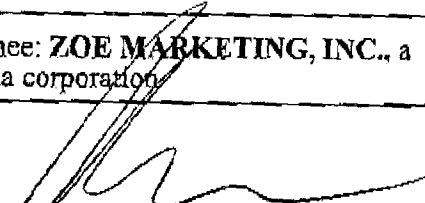
This Trademark Assignment agreement (the "Agreement") is made by and between **RUSSELL LEVINE**, an individual (the former owner called the "Assignor" herein) and **ZOE MARKETING, INC.**, (a Nevada corporation), (the new owner called the "Assignee" herein) with regard to the above described Trademark (the "Trademark").

A. Assignment of Trademark. For good and valuable consideration, the receipt of which is hereby acknowledged herein, the Assignor herein does hereby irrevocably transfer and assign to Assignee, in perpetuity and without reservation, any and all rights, title and/or interests, that the Assignor has, or may ever come to have throughout the world, in and to said Trademark. Without limitation, this assignment includes the rights to any registrations thereof, throughout the world and all the value, goodwill and other rights that may be associated therewith.

B. Warranty. The Assignor hereby warrants that (1) The Assignor has not previously assigned nor granted, to any third party, any right or interest in the Trademark and (2) To the knowledge of the Assignor, no third party has claimed any right or interest in said Trademark.

C. General Terms. This Agreement and any modifications hereto shall be binding upon the heirs, assigns, and/or successors in interest to the parties hereto. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force. This Agreement shall be governed and interpreted by the laws of the State of California. Should any controversy or claim between these parties arise out of or relate to this Agreement, (1) It will be settled by arbitration in accordance with the rules of the American Arbitration Association, and any judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction and (2) The prevailing party shall be entitled to recover its actual attorney's fees, costs and expenses with regard to any action, mediation, arbitration or proceeding commenced as a result thereof. The proper jurisdiction and sole venue for any dispute arising out of this contract shall be the central district of San Diego, California. This agreement supersedes any and all agreements, either oral or written, between the parties hereto. This instrument contains the entire agreement of the parties hereto.

Dated: 12/6/11

Assignor: RUSSELL LEVINE , an individual	Assignee: ZOE MARKETING, INC. , a Nevada corporation
By:  Russell Levine, an individual	By:  Russell Levine, President and authorized representative